

Prepared by: H. David Natkin, Esq.
Tax Map Reference No.: 29-1-31A
Assessment: \$1,001,200
Consideration: \$695,000.00

THIS SALES CONTRACT, made this 6th day of July, 2021, by and between the CITY OF LEXINGTON, VIRGINIA, ("Seller"), a Virginia municipal corporation, whose address is 300 E. Washington Street, Lexington, VA 24450, and ROCKBRIDGE AREA RELIEF ASSOCIATION, INC., a Virginia corporation, whose address is Post Office Box 640, 350 Spotswood Drive, Lexington, VA 24450 ("Buyer"), collectively the "Parties").

:WITNESSETH:

WHEREAS, the Seller hereby agrees to sell and the Buyer hereby agrees to buy the hereinafter described real estate upon the terms and conditions set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereby agree as follows:

PROPERTY

The Seller agrees to sell and the Buyer agrees to buy the following described real estate, with any improvements thereon and with all appurtenances thereunto pertaining, to-wit: 350 Spotswood Drive, Lexington, VA 24450, specifically Tax Map No.: 29-1-31A (the "Property").

ACREAGE

Seller is selling the Property by the tract or parcel only. It is understood and agreed that the acreage of the Property is not guaranteed or warranted in any way by Seller.

PURCHASE PRICE

The purchase price for the real estate is SIX HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$695,000.00), which will be payable to the Seller in cash due on the Closing Date.

CLOSING DATE, POSSESSION DATE AND PRORATIONS

Delivery of the deed and the possession of the property will take place within ninety (90) days of the date of this Agreement, provided, however, that the closing shall take place no later than the 31st day of October, 2021, with settlement at the law offices of the Buyer's attorney. Possession, free and clear of all leases and licenses other than the existing lease with The Community Table, shall be given at closing, unless otherwise agreed in writing by the parties. The Seller agrees to terminate any and all contracted services related to the Property as of the Closing Date.

Real estate taxes, and all other assessments against the Property shall be prorated between the Seller and the Buyer as of the closing date.

INSPECTION PERIOD

Buyer shall be allowed the right of entry to portions of the building occupied by the City and/or other parties, for a period of 30 days following the date of this Contract for the purpose of conducting such physical surveys, environmental surveys, and audits, inspections, tests, borings, and the like as the Buyer may, in its discretion, deem appropriate.

During the Inspection Period, the Buyer shall also have the right to examine the title to the various parcels of real estate and report such exceptions as it may find objectionable to Seller. The Seller agrees to use best efforts to address and remedy such reported exceptions. If the reported exceptions cannot be cured prior to the Closing Date, the Buyer may (a) proceed to closing, at no reduction in the Purchase Price, taking such title as the Seller may deliver, or (b) terminate this Contract, receiving a full refund of its Deposit, whereupon neither party shall have any further liability to any other party to this Contract.

In the execution of the right of entry granted hereunder, the Buyer covenants that it shall not commit waste nor otherwise damage the Property. The Buyer further indemnifies and saves harmless the Seller from and against any and all claims, liens, damages, losses and causes of action which may be asserted by the Buyer's employees, agents or any third party who enters upon the Property or conducts tests related to the Property at the request of or on the behalf of the Buyer or its agents.

In the event that the Property is found to have major structural damage or title issues not curable, the Buyer may terminate this Contract during the Inspection Period, whereupon neither party shall have any further liability to any other party to this Contract.

Should the Buyer terminate this Contract during the Inspection Period, the Buyer shall provide to the Seller the results of any and all tests, audits, or surveys accomplished on the Property, at no cost to the Seller.

CONTINGENCIES/CONDITIONS

This sale is contingent and conditioned upon the following, all of which shall survive the Closing and will not merge with the Deed:

1. For a minimum of five (5) years from the Closing Date, the downstairs portion of the building may be used by the Seller for each local, state or federal election from 8:00am the day prior to the election until 12:00pm the day following the election, provided the space be returned to its original condition at that time. In exchange for such use, the Seller agrees to keep the grassy area around the building properly mowed and/or trimmed and the paved area surrounding the building plowed and salted following snow or icy conditions. The Seller will have no obligation to continue this maintenance if the Seller no longer uses the building for elections.
2. The Seller shall have no leases, reservations, or other agreements, written or verbal, other than the existing lease with The Community Table, for any portion of the building at the

time of closing. A list of groups, organizations or individuals who have used the building on a regular basis, along with contact information, will be provided at time of closing.

3. Buyer agrees that it will allow the Lexington Fire Department to utilize one bay area only, for up to one year after the Closing Date.
4. The Seller agrees that the existing marked parking spaces will be sufficient to meet any and all parking-related zoning requirements of the zoning ordinances and standards for the current or similar use of the building.
5. The Seller will retain the right to repurchase the Property from the Buyer for a period of five (5) years after the Closing Date, for the purchase price plus the cost of any improvements made, if Buyer attempts to offer the Property for sale or transfer to any third-party. The Deed will include this Right of First Refusal with the terms stated herein. Specific performance will be available to the Seller as a remedy for a breach of this provision.

Seller agrees to provide to Buyer, at no cost, within five (5) days after Seller's acceptance of this Contract, any existing title insurance policies, title search reports, surveys, development information, soil studies, or common area maintenance and other agreements affecting the Property in Seller's possession or control.

PERSONAL PROPERTY

Along with the building, the Seller transfers all equipment and furnishings [tables, chairs, kitchen equipment (except for the range hood with fire suppression system), cleaning equipment, etc.] presently existing within the building, in "as is" condition, except for those items stored by the Lexington Fire Department or identified by The Community Table as owned by them. The Seller agrees to identify which kitchen equipment is owned by them, and which equipment is owned by The Community Table within 30 days of the signing of this contract.

The Seller agrees to repair the range hood fire suppression system prior to closing. The repaired range hood will transfer to Buyer at closing.

TITLE

Seller agrees to convey the Property at Closing by General Warranty deed, using a new survey and plat. Conveyance shall be subject to encumbrances of record, current and subsequent taxes, easements, restrictions, reservations, rights-of-way, roadways, mineral rights or reservations, oil, gas or other mineral leases, and all other matters which an accurate survey would show applicable to or affecting the Property.

WARRANTIES

Seller warrants that Seller is the fee simple owner of the Property and has all necessary authority to sell the Property. There are no other contracts for sale or options involving the Property, and no other party has any right, title or interest in the Property, other than the lease with The Community Table.

Seller warrants that there are no eminent domain or condemnation proceedings threatened or pending against the Property, and Seller has no knowledge of such proceedings or of any intentions or plans definite or tentative that such proceedings might be instituted.

Seller warrants that there are no actions or suits in law or equity or proceedings by any governmental agency now pending or, to the knowledge of Seller, threatened against Seller in connection with the Property. In addition, Seller warrants that there is no outstanding order, writ, injunction or decree of any court or governmental agency affecting the Property.

Seller warrants that Seller has not and is not considering filing for bankruptcy protection.

Seller warrants that there has not been made and will not be made, without Buyer's consent, any proffers or other commitments to any state, county, federal or local governmental or quasi-governmental authority, Property Owners' Association, utility or service company, or any public or private organization or individual relating to the Property, which would impose any obligation on Buyer, or its assigns, after Settlement, to make any contributions of money or dedications of land, or to construct, install or maintain any improvements of a public or private nature on or off the Property.

Seller warrants that: (1) none of the property has been excavated; (2) no hazardous materials, toxic chemicals or similar substances, as defined by 42 U.S.C. § 1251 *et seq.*, or 42 U.S.C. § 9601 *et seq.*, or 42 U.S.C. § 6901, or 33 U.S.C. § 1317(1), or 15 U.S.C. § 2606(f) or 49 U.S.C. § 1801 *et seq.*, or regulations adopted pursuant thereto, or any similar provision of any applicable state, federal or local law, are or were stored or used on or under or otherwise were or are in existence or were in any way dealt with on or under the Property; and, (3) no owner or occupant of the Property has received any notice from any governmental or private agency with regard to Hazardous Materials. **This paragraph shall survive closing and shall not merge with the Deed.**

Seller warrants that the Property is not subject to any restrictions under the Chesapeake Bay Preservation Act.

Seller warrants that Seller knows of no materially adverse fact affecting or threatening to affect the Property which has not been disclosed to Buyer in writing.

The representations and warranties of Seller set forth in this Agreement shall be true and correct on and as of the Closing Date as though such representations and warranties were made on and as of that date. Notwithstanding that certain of Seller's representations and warranties may be limited to the extent of actual knowledge by Seller and/or Seller's agents of the facts stated therein, it shall be a condition precedent to Buyer's obligation to go to settlement that the facts stated in all such representations and warranties shall be correct as of the time of the closing.

REAL ESTATE COMMISSION

The Seller and Buyer hereby acknowledge that no real estate agent was involved in this sale and each agrees to hold the other harmless from any claim for a commission by reason of any action on their part.

ASSIGNMENT OF LEASE

Buyer will take assignment of the Seller's lease with The Community Table.

ACCEPTANCE OF THE DEED

The acceptance of the Deed by Buyer shall be deemed to be the full performance and discharge of every agreement and obligation of Seller herein contained and expressed, with the exception of any paragraphs which specifically state that it survives closing.

MISCELLANEOUS

The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, successors and assigns; that unless amended in writing by Seller and Buyer, this Contract contains the final agreement between the parties hereto, and that they shall not be bound by any terms, conditions, oral statements, warranties, or representations not herein contained; and that it shall be construed under the laws of the Commonwealth of Virginia.

SEVERABILITY

If any provision of this Contract shall be held invalid, the other provisions hereof shall not be effected thereby and shall remain in full force and effect.

FURTHER ACTIONS

Each party hereto shall execute and deliver or cause to be executed and delivered any and all instruments reasonably required to convey the Property to the Buyer and to vest in each party all rights, interest and benefits intended to be confirmed by this Contract.

AUTHORITY OF SIGNATORIES

Each party to this Contract warrants to the other that the respective signatories have the full right and authority to enter into and consummate this Contract and all related documents. Seller shall deliver to Buyer such resolutions, certificates of authority and certificates of good standing as the Buyer may reasonably request.

ACCEPTANCE

This Contract when signed by Buyer shall be deemed an offer and shall remain in effect, unless withdrawn, until the 16th day of July, 2021 at 5:00 p.m. If not accepted within that time by Seller by a delivery of a signed copy of this Contract to Buyer or Buyer's designated representative, this Contract shall become null and void.

Seller accepts this Contract at _____ a.m./p.m. on the _____ day of July, 2021.

WITNESS the following signatures and seals:

THE ROCKBRIDGE AREA RELIEF ASSOCIATION, INC.
A Virginia Corporation, Buyer

By *Valerie Moliterno* (SEAL)
VALERIE MOLITERNO, President

THE CITY OF LEXINGTON, VIRGINIA,
A Virginia Municipal Corporation, Seller

By _____ (SEAL)
JAMES M. HALASZ, City Manager